



MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF CHULA VISTA
AND
SEIU LOCAL 221 \ CHULA VISTA
EMPLOYEES ASSOCIATION

JULY 1, 2012 – JUNE 30, 2013

MEMORANDUM OF UNDERSTANDING CONCERNING WAGES AND OTHER TERMS AND
CONDITIONS OF EMPLOYMENT BETWEEN THE CITY OF CHULA VISTA AND THE SEIU
LOCAL 221 \ CHULA VISTA EMPLOYEES ASSOCIATION FOR FISCAL YEARS
NOVEMBER 21, 2012 – JUNE 30, 2013.

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SECTION I ADMINISTRATION

ARTICLE 1.01 PREAMBLE

This Memorandum of Understanding (MOU) is entered into by the City of Chula Vista (City) and the Service Employee's International Union Local 221 \ the Chula Vista Employees Association (SEIU\CVEA) as a result of meeting and conferring in good faith concerning the wages, hours and other terms and conditions of employment, pursuant to the Employer-Employee Relations Policy of the City of Chula Vista and the California Government Code Section 3500 et. seq., known as the Meyers-Milias-Brown Act.

ARTICLE 1.02 RECOGNITION

The City recognizes SEIU\CVEA as the exclusive representative for employees in Classifications listed in Appendix A.

ARTICLE 1.03 CITY RIGHTS

The SEIU\CVEA agrees that the City has the right to unilaterally make decisions on all subjects that are outside the scope of bargaining.

The exclusive rights of the City shall include, but not be limited to:

- A. Establish, plan for, and direct the work force toward the organizational goals of the City government.
- B. Determine the organization, and the merits, necessity, and level of activity or service provided to the public.
- C. Determine the City budget.
- D. Establish, regulate, and administer a merit or civil service system which provides for all types of personnel transactions, including, but not limited to, determining the procedures and standards for the hiring, promotion, transfer, assignment, layoff, retention, and classification of positions in accordance with the City Charter, Civil Service Rules, and established personnel practices.
- E. Discipline or discharge employees for proper cause.
- F. Determine the methods, means, numbers, and kinds of personnel, and the job or position content required to accomplish the objectives and goals of the City.

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- G. Subcontract out various services currently performed by City work force when such actions will result in cost savings to the City.
 - H. Effect a reduction in authorized positions.
 - I. Take actions necessary to carry out the mission of the City in emergencies and in other situations of unusual or temporary circumstances.
 - J. Continue to exercise efficient and productive management practices consistent with federal and state laws and in compliance with the City Charter and City ordinances.

Terms and conditions set forth in this MOU represent the full and complete understanding between the parties. During the term of this MOU, the SEIU\CVEA expressly waives the right to meet and confer with respect to any subject covered in this MOU, unless modified through the voluntary, mutual consent of the parties in a written amendment. This MOU terminates and supersedes those partial practices, agreements, procedures, traditions, and rules or regulations inconsistent with any matters covered in the MOU. The parties agree that during the negotiations that culminated in this MOU, each party enjoyed the opportunity to make demands and proposals or counter-proposals with respect to any matter, even though some matters were proposed and later withdrawn, and that the understandings and agreements arrived at after the exercise of that right and opportunity are executed in this MOU.

The City's exercise of its management rights is not subject to challenge through the grievance procedure or in any other forum, except where otherwise in conflict with a specific term of this MOU.

ARTICLE 1.04 CVEA RIGHTS

- I. Authorized representatives\stewards of the SEIU\CVEA shall be allowed reasonable access to unit employees during working hours for the purpose of consulting regarding the employer-employee relationship, provided that the work operation and service to the public are not impaired and the authorized representatives shall have given advance notice to, and been granted authorization by, the Appointing Authority or his or her designee when contacting unit employees during the duty period of the employees. The Appointing Authority or his or her designee shall determine the appropriate time for such access.
 - A. SEIU\CVEA may designate up to eight (8) representatives\stewards (in addition to the President and Vice-President) who will be allowed reasonable access to unit employees.

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- II. The SEIU\CVEA may be granted use of City facilities by the appropriate Appointing Authority for meetings composed of unit employees, provided such meetings are held outside regularly scheduled working hours for the group which is meeting, and provided space can be made available without interfering with the City needs.
 - III. The City will provide bulletin boards in each building housing SEIU\CVEA represented employees for the exclusive use of SEIU\CVEA. The SEIU\CVEA shall be responsible to maintain space provided in an orderly condition and shall promptly remove outdated materials. Copies of such communications shall be furnished to the Director of Human Resources for review.
 - IV. The City shall bill SEIU\CVEA \$0.10 per member per pay period for the full costs incurred for dues deduction on behalf of SEIU\CVEA.
 - V. SEIU\CVEA shall be provided, upon request, such literature and public documents as may be necessary (i.e., City budget, Civil Service Commission meetings, open Council conferences, etc) when the requested documents are not available on the City's intranet in a manner consistent with the California Public Records Act.

ARTICLE 1.05 LABOR-MANAGEMENT COOPERATION

The parties agree that during the term of this MOU, they will continue to participate in efforts to contain health care costs. The City and SEIU\CVEA agree that they will continue to have open discussions on matters of concern to the parties during the term of this MOU.

Contracting out of City services currently performed by SEIU\CVEA is an important issue to both SEIU\CVEA and the City. As a result, the City and SEIU\CVEA agree to form a committee ("Contracting Practices Committee") to discuss, evaluate, and make recommendations in good faith regarding the City contracting out services. The Contracting Practices Committee would be formed and meet within 30 days of signing this Memorandum of Understanding, unless otherwise agreed by the parties. The Contracting Practices Committee shall be composed of an equal number of representatives from the City and SEIU\CVEA, with each party selecting their own respective members. The City and SEIU\CVEA may mutually agree to make the aforementioned Contracting Practices Committee a standing committee. In the alternative, the City and SEIU\CVEA may mutually agree to form a separate committee with such duties and roles as may be agreed upon.

**ARTICLE 1.06 TERM AND EFFECT OF THIS MEMORANDUM OF
UNDERSTANDING**

- I. This MOU shall remain in full force and effect from July 1, 2012 through June 30, 2013 (the date closest to July 1 that is the end of a pay period) and it is understood and agreed that the terms, conditions, wages, and all provisions of this MOU shall continue in effect until a new MOU is negotiated and subsequently ratified by the SEIU\CVEA and adopted by the City Council.

If either party proposes to modify or terminate any of the terms or conditions set forth in this MOU for inclusion in a subsequent MOU, they must notify the other party in writing not later than February 28, 2013. SEIU\CVEA will endeavor to submit written proposals to the City by February 28, 2013. City agrees that if written proposals are received from SEIU\CVEA by February 28, 2013, City will be prepared to commence negotiations on those proposals by March 15, 2013.

- II. The provisions of this MOU shall be subject to federal, state, and local law.
- III. If at any time during the term of this MOU, through causes beyond the control of the City, the City does not have a sufficient amount of anticipated budgeted revenues or is required to make substantial unanticipated expenditures, then, in such event, the City may, with mutual agreement of the SEIU\CVEA, re-negotiate this MOU and meet and confer on wages, hours and other terms and conditions of employment. This section, however, in no way affects the existing right of the City to lay-off employees.

ARTICLE 1.07 MOU REVISIONS

The City and SEIU\CVEA agree that during the term of the MOU they will continue to meet and confer on changes to the format and language of the MOU if necessary. The purpose of the proposed changes is to reconcile the MOU with the Civil Service Rules, the Employer/Employee Relations Policy, and other City policies and procedures, and to insure the language of the MOU accurately reflects City practice.

The City agrees to work with SEIU\CVEA to begin the review process and discuss a timeline to meet with all bargaining units to update the Employer/Employee Relations Policy.

ARTICLE 1.09 RETENTION OF BENEFITS

The represented employees covered by this MOU shall retain all benefits provided in this MOU for the full term of this MOU and for any such additional period of time as provided in article 1.06.

Benefits, rights, or privileges not specifically covered by this MOU, but subject to the MMBA, can only be changed after completion of applicable meet and confer requirements, unless otherwise agreed upon by the City and CVEA\SEIU.

ARTICLE 1.10 SAVINGS CLAUSE

If any article or section of this MOU is held to be invalid by operation of law or by any court of competent jurisdiction, or if compliance with, or enforcement of, any article or section is restrained by such court, the remainder of this MOU shall not be affected by such action. The parties shall meet and confer or meet and consult as the case may be for the purpose of arriving at a mutually satisfactory replacement for any article or section invalidated by operation of law.

SECTION II COMPENSATION

SUBSECTION A. WAGES

ARTICLE 2.01 WAGES

- I. CVEA employees shall receive a one-time stipend in the amount of \$500 on or before December 6, 2012. This one-time stipend is not intended to and does not meet the definition of special compensation outlined in the California Code of Regulations 571 (a) and therefore is not a reportable compensation to CalPERS.

The City agrees that in February of 2013 a reopener may be initiated by CVEA\SEIU only on the issues of stipend, compensation and/or wage increases.

- II. Merit (Step) Increases will be made according to the formula set forth in the Civil Service rules currently in effect.

The classifications shall be subject to a five (5) step salary range. The normal hire rate shall be Step "A" provided, however, that an exceptionally well-qualified candidate may be hired beyond Step "A" within the established range based upon the recommendation of the Appointing Authority and the Director of Human Resources and approval by the City Manager.

- III. Effective Dates - All other payroll and wage changes, such as regular merit increases, shall be made effective at the beginning of the regular biweekly payroll period closest to the employee's actual anniversary date as a benefited employee in his or her current position.
- IV. Rate of Pay Following Promotion - When a represented employee is promoted, the new rate of pay will be the lowest step in the new salary range which will result in the employee receiving at least 5% more than the actual base rate in the old classification.

ARTICLE 2.02 OVERTIME

- I. Definition - Whenever an employee is ordered to work more than 40 hours in a work week he or she shall be granted overtime pay at the rate of 1 ½ times his or her Fair Labor Standards Act (FLSA) "Regular Rate", compensatory time off at 1 ½ times the extra hours worked, or upon employee request and with the approval of his or her supervisor and Appointing Authority, the employee may take off the number of overtime hours worked on a straight-time basis within the same work week. Overtime work shall be permitted only at the direction and advance approval of the employee's immediate supervisor. Payment for overtime shall be made during the pay period in which the overtime was earned.

"Time Worked" - Includes all paid hours including sick leave, leaves during which Workers' Compensation is paid, vacation time, holidays or any other time away from the job that is paid.

- II. Administration of Overtime - All time worked in addition to the work week with the exception of insignificant amounts of "hours worked" will be counted toward the 40 hour work week. Insignificant amounts of hours worked is defined as any time worked outside the regular schedule that is less than 15 minutes in a day, unless the definition is changed in the Federal Regulations or by court action.
- III. Meal Break - When employees are required to work over four hours overtime, they shall be granted a 1/2 hour unpaid meal break.
- IV. When employees are assigned to work scheduled overtime, that is not directly tied to their beginning or ending work hours, there will be a minimum of two (2) hours paid overtime, at 1 ½ times their regular rate of base pay.

ARTICLE 2.03 COMPENSATORY OVERTIME

A record of compensatory overtime earned and used shall be maintained on the biweekly pay records. Compensatory overtime shall not be accrued to an employee's credit for any time in excess of 80 hours.

The decision to reimburse for overtime hours worked with compensatory time off in lieu of pay will be at the discretion of the employee for the first 40 hours per each fiscal year, but after 40 hours each fiscal year it shall be at the discretion of the supervisor and Appointing Authority based on the employee's request while recognizing the overall department staffing requirements.

ARTICLE 2.04 CALLBACK PAY

An employee called at home during non-working hours who performs work on behalf of the City will receive a \$25 stipend. If the employee cannot complete the task from home and is required to return to work Callback provisions of the MOU apply. The \$25 stipend will be paid in addition to any compensation earned pursuant to the Callback provisions.

SEIU\CVEA and the City will meet and confer to create guidelines for implementation of this stipend article. Until guidelines are agreed upon and implemented, requests for stipend payment will be considered on a case-by-case basis.

Whenever employees are called back to work after they have left their work site and are required to

return to work before the scheduled start of the next shift, they will receive \$60 in addition to a minimum of two (2) hours of overtime pay.

Any combination of hours worked on the callback and hours of leave requested that exceed eight (8) will be paid at the overtime rate. The callback bonus and two (2) hour overtime minimum will only apply when the employee has not been notified of the date and time of the callback prior to leaving the work site. Any temporary changes to an employee's regular work schedule shall not be used to avoid callback.

ARTICLE 2.05 SAFETY MANDATED REST PERIODS

Section 2.05.01 PSO Rest and Recovery

It is the purpose and intent to provide guidelines to employees and their supervisors to ensure Police Service Officers receive an adequate rest period between work shifts in order to perform their work duties in a safe and efficient manner. This intent is a "work in progress" and may be modified at any time upon mutual consent of the City and the Union.

It is the intent of the City and the Union to allow for a minimum of seven (7) total hours for rest and recovery during any given 24-hour period.

After a PSO has worked sixteen (16) paid hours in any given 24-hour period, the employee has the option to take a minimum of seven (7) consecutive hours off for rest and recovery prior to returning for work or call back. If any portion of the required rest period extends into the employee's normal work shift, then the City will pay, hour-for-hour up to a maximum of four (4) hours, that portion of the rest period extending into the employee's normal work shift.

Section 2.05.02 Forensic Specialists Rest and Recovery

It is the purpose and intent to provide guidelines to employees and their supervisors to ensure that Forensic Specialists receive an adequate rest period between work shifts in order to perform their work duties in a safe and efficient manner. This intent is a "work in progress" and may be modified at any time upon mutual consent of the City and SEIU\CVEA.

It is the intent of the City and SEIU\CVEA to allow for a minimum of seven (7) total hours for rest and recovery during any given 24-hour period.

If a Forensic Specialist has worked their normal shift (8 or 9) paid hours in any given 24-hour period and is called back to work before the start of their normal shift and no break is given, the Forensic Specialist has the option to take a minimum of seven (7) consecutive hours off for rest. The City will pay, hour-for-hour up to a maximum of four (4) hours, for rest period during the employees normal work shift.

If, as a result, the employee would work less than a full shift upon returning to complete their normal work shift, the employee shall have the right to submit a leave request for the remainder of the work shift and will not be required to return to work for that shift.

For all other conditions, such as multiple callbacks or when an employee has worked more than twenty-four (24) hours during the forty-eight (48) hours during the weekend, the above provisions shall also apply.

Section 2.05.03 General Rest and Recovery

It is the purpose and intent of this rule to provide guidelines to employees and their supervisors to assure that employees who are involved and work in and around construction sites, traffic, and/or heavy equipment and machinery receive an adequate rest period between work shifts in order to perform their work duties in a safe and efficient manner. This rule may be modified at any time upon mutual consent of the City and SEIU\CVEA.

After an employee has worked sixteen (16) paid hours in any given 24-hour period, the employee shall be required to take a minimum seven (7) consecutive hours off for rest and recovery prior to returning for work or call back. If any portion of the required rest period extends into the employee's normal work shift, then the City will pay, hour-for-hour up to a maximum of four (4) hours, that portion of the rest period extending into the employee's normal work shift. If, as a result, the employee would work less than a full shift upon returning to complete their normal work shift, the employee shall have the right to submit a leave request for the remainder of the work shift and will not be required to return to work for that shift.

For all other conditions, such as multiple callbacks, the employee shall be required to have a minimum of seven (7) total hours for rest and recovery during any given 24-hour period. If any portion of the required rest and recovery period extends into the employee's normal work shift, then the above provisions shall also apply.

Section 2.05.04 Police Dispatcher Rest and Recovery

It is the purpose and intent to provide guidelines to employees and their supervisors to ensure Police Dispatchers receive an adequate rest period between work shifts in order to perform their work duties in a safe and efficient manner. This intent is a "work in progress" and may be modified at any time upon mutual consent of the City and SEIU\CVEA.

It is the intent of the City and SEIU\CVEA to allow for a minimum of seven (7) consecutive hours for rest and recovery during any 24-hour period.

After a Police Dispatcher has worked sixteen (16) paid hours in any given 24-hour period, the Appointing Authority may require the employee to take a minimum of seven (7) consecutive

hours off for rest and recovery prior to returning for work or call back. If any portion of the required rest period extends into the employee's normal work shift, then the City will pay, hour-for-hour, up to a maximum of four (4) hours, that portion of the rest period extending into the employee's normal work shift.

ARTICLE 2.06 STANDBY PAY

- I. Definition - Standby duty is defined as that period of time assigned by the Appointing Authority in addition to the employee's normal work week during which time the employee must be available by City provided cell phone or pager. Hours spent on standby will not be considered hours worked. Employees assigned to standby duty are subject to the provisions of Section 2.02 overtime.
- II. Standby pay - Employees on standby shall be compensated at the rate of \$200 in additional pay for each full work week during which they are assigned to standby duty. Such employees are bound by the City's Substance Abuse Policy while on standby duty.

ARTICLE 2.07 OUT-OF-CLASS ASSIGNMENT

- I. When an employee is assigned to perform the duties of a higher paid classification, immediately upon assignment, the employee shall be compensated with a minimum of 7.5% above the employee's current salary rate up to a maximum of 15% effective the first day of the out-of-class assignment. If the out-of-class assignment lasts in excess of 6 months the employee will receive an additional 5% compensation. Increases greater than 5% must be approved by the Director of Human Resources. Requests for out-of-class compensation shall be submitted by the Appointing Authority on a "Payroll Change Notice" form as percentage amounts only.
- II. The duration of out-of-class assignments shall not exceed twelve months.

ARTICLE 2.08 SPECIAL PROJECT PAY

SEIU\CVEA represented employees may be eligible to receive a maximum of 15% above their base pay when assigned by the Appointing Authority or designee and approved by the City Manager and the Director of Human Resources to a "Special Project".

ARTICLE 2.09 FIELD TRAINING OFFICER PAY

- A. SEIU\CVEA public safety employees who are designated by the Appointing Authority as
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Field Training Officers (FTOs) will be paid an additional \$2.40 per hour when they are actually engaged as FTOs.

- B. SEIU\CVEA employees who are designated by the Appointing Authority as a Formal Trainer will be paid a twenty (\$20) dollar stipend for each 8 hour day that they are actually engaged in formal training activities. Formal training is training designated by the Appointing Authority in advance and has been determined that it is more cost effective to have the training provided internally. Employees must be recognized by the Appointing Authority as having the requisite qualifications for required certifications and/or licenses to provide training to employees.

ARTICLE 2.10 BILINGUAL PAY

Those employees who, upon the recommendation of the Appointing Authority and approval of the Director of Human Resources, are regularly required to use their bilingual skills in the performance of their duties will receive \$100 per month in addition to their regular pay. Upon appropriate approval, employees requesting bilingual pay must successfully complete a Bilingual Performance Examination. Employees who wish to continue receiving bilingual pay must successfully complete a Bilingual Performance Examination once every three (3) years.

ARTICLE 2.11 SHIFT DIFFERENTIALS

- I. In addition to their regular salary, SEIU\CVEA represented employees shall receive extra compensation of \$80 per biweekly pay period (one time per pay period) under the conditions listed below. Under no circumstances shall an employee receive compensation for more than one of these conditions during any one pay period:
- A. When scheduled to work a majority of their shift after 5 p.m. or before 8 a.m. for a majority of a work week. (6:00 a.m. – 4:00 p.m. in Public Works)
 - B. When regularly scheduled daily work shifts are regularly split by two or more consecutive hours for a majority of a work week.
 - C. When regularly scheduled shifts result in split shifts which do not allow for two consecutive days off.
- II. A night shift differential shall not be paid for standby duty.
- III. Notice of Change in Work Schedule

The City will strive to give at least fourteen calendar days (14 calendar days) notice to employees when management initiates a change in an employee's work schedule except in cases of emergencies.

ARTICLE 2.12 MILEAGE REIMBURSEMENT

Employees shall be subject to the City's Mileage Reimbursement Program when required to use their personal vehicle for authorized City business. The reimbursement rate will be equal to the current maximum IRS rate.

ARTICLE 2.13 SAFETY EQUIPMENT

Safety equipment and training, including appropriate, approved, self-defense training such as "pepper spray use" will be provided to employees as recommended by their Appointing Authority, and with the approval of the Risk Manager.

ARTICLE 2.14 PROTECTIVE CLOTHING

- A. Employees are eligible to be reimbursed up to \$150 per pair, as needed and when approved by the Appointing Authority, for the purchase of safety shoes when it has been determined by their Appointing Authority or the Risk Manager, that because of their duties, the wearing of safety shoes is required and up to \$200 per pair, as needed, when approved by the Appointing Authority for the purchase of specialty logger boots.
- B. In order to promote a safe working environment and protect employees from eye injury, city employees are required to wear eye protection whenever a task involves the possibility of preventable eye injury. All eye protection devices must be of a type appropriate for the anticipated hazards and according to Cal-OSHA and must meet or exceed ANSI Standard Z87.1.

City employees required to wear corrective lenses while driving as indicated on their Drivers License or for seeing close up will be provided corrective safety glasses through a City program. Employees will be allowed prescription glasses on a one pair per employee basis bi-annually. If prescription safety glasses are damaged as a result of a workplace hazard, the supervisor shall request a replacement pair. If, ahead of the normal replacement schedule, prescription safety glasses are lost or damaged because of non-work related reasons, employees will replace the prescription safety glasses at their own expense.

Employees participating in the safety glasses program will be allocated \$175 which will be used to pay for the basic frames, lens styles, lens materials, shading options, UV and scratch resistant coating. Employees may select features, beyond what the City covers, at their own

expense, but personal options shall not conflict with the primary purpose of the glasses. If the city vendor does not provide the ability for the employee to choose options beyond what the City covers, the employee will be able to obtain safety glasses through an alternative vendor and be reimbursed up to \$175 for the basic covered cost for basic frames, lens styles, lens materials, shading options, UV and scratch resistant coatings.

ARTICLE 2.15 TOOL ALLOWANCE

Employees in classifications required to purchase and/or replace approved tools used in a work capacity are eligible to receive \$650 per fiscal year. Mechanic Assistants who purchase and/or replace tools used in a work capacity will receive \$250 per fiscal year.

ARTICLE 2.16 UNIFORMS

- I. The classifications listed in **Appendix B** will wear uniforms supplied and maintained by the City. Five uniform changes will be made available to each employee each week. Employees will be held responsible for the loss or misplacement of said uniforms. In the event of uniform loss, the employee will be required to reimburse the City for the uniform's replacement unless employee can show non-negligence on employee's part.
- II. The City will reimburse employees in the classifications listed in **Appendix C** for uniforms and will provide a uniform cleaning allowance of \$175 per fiscal year when authorized by their Appointing Authority. The allowance will be paid during the month of June to employees who have spent more than 50% of their working hours in uniform during the fiscal year.
- III. The City will provide uniform shorts to employees in classifications listed in **Appendix B** and will reimburse employees in classifications listed in **Appendix C** for the purchase of uniform shorts when approved by the Appointing Authority and the Risk Manager,

ARTICLE 2.17 PROFESSIONAL ENRICHMENT

Employees represented by SEIU\CVEA are eligible to participate in the City's Professional Enrichment Program. The annual Professional Enrichment Fund allotment for SEIU\CVEA employees is \$71,950. An employee is eligible to receive up to \$1,000 per fiscal year for professional enrichment. Funds may be used at any time during the fiscal year. Fiscal year reimbursements under the City's "Professional Enrichment" will be closed the second Thursday in June. Employees may request reimbursement for professional enrichment expenses in accordance with Internal Revenue Code Section 132, or any other applicable state and federal law. Employees must receive approval from their Appointing Authority and the City Manager's designee before funds may be claimed for

reimbursement. Reimbursements are on a first come, first serve basis until the funds have been exhausted.

SEIU\CVEA and City may by mutual agreement use up to one-half of these funds for agreed upon classroom training, organization development, or team building.

ARTICLE 2.18 CERTIFICATION PAY

The City will provide \$30 per pay period to employees who possess one to three job related certificates that meet the criteria of the Certification Pay Policy or \$75 to employees who possess four (4) or more job related certificates.

The request for certification pay must be approved by the Appointing Authority and the Director of Human Resources. Certification pay expires at the end of the pay period that includes the expiration date of the certificate. Employees are responsible for resubmitting requests for certification pay once they have renewed their certificate.

The City agrees that a Certification Pay Policy will be developed no later than January 30, 2013.

Final agreement on this proposal is contingent upon the parties mutually agreeing to the language in a new Certification Pay Policy.

SECTION II COMPENSATION

SUBSECTION B BENEFITS

ARTICLE 2.19 EMPLOYEE BENEFITS

Employees are eligible for benefits if employed:

- A. Directly by the City of Chula Vista and
- B. working in a half time (40-hours) or more position in an 80-hour biweekly pay period.

I. Cafeteria Plan

The City will provide to each represented employee a Cafeteria Plan allotment to purchase benefits under Section 125 of the Internal Revenue Code. CVEA\SEIU acknowledges that Section 125 of the IRC requires that the Cafeteria Plan be adopted by the City Council prior to the end of the calendar year. Accordingly, the City and CVEA\SEIU agree:

- 1) That the parties will meet at the earliest possible time to discuss Cafeteria plan changes;
- 2) That the parties may prepare a timeline/schedule to ensure timely and expeditious discussions;
- 3) That the parties shall engage in good faith discussions;
- 4) That if the discussions have reached impasse and there is sufficient time prior to the required IRC plan adoption date or if both parties otherwise agree, the parties will submit the matter for non-binding advisory mediation, with the mediator chosen in the same manner set forth in the Grievance Procedure; and
- 5) The City Council, to ensure timely compliance with Section 125 of the IRC, may at any time in the month December unilaterally adopt the Plan Document containing the specific provisions of the Plan (including plan changes) without mutual agreement and prior to the completion of paragraphs 1-4 of this section.

A. Enrollment

Newly eligible employees (new hires or those changing from an ineligible to an eligible position) will be covered under the City's Cafeteria Benefits Plan effective their date of hire in that eligible position. All of the Cafeteria Benefits are effective from the employee's date of hire except the Dental Plans which are effective the first of the month following the employee's date of hire in an eligible position. Employees who fail to submit required benefit election forms within 30 days of their date of eligibility will automatically be enrolled

in the Employee Only category of the lowest cost City sponsored health plan available with the remaining balance of the Cafeteria Benefits Plan allotment being placed in the taxable Cash option. Employees who fail to submit required benefit election forms during Open Enrollment will be enrolled in their same health plan with all other elections being cancelled and the balance of their flex allotment being placed in the taxable Cash option.

B. Cafeteria Plan Allotment

1. SEIU\CVEA represented employees shall receive a Cafeteria Plan allotment of \$11,886, effective calendar year 2013, to purchase eligible benefits. Eligible part-time employees will receive an allotment in the proportion that such part-time employment bears to full-time employment.
2. To maintain relative buying power to purchase health benefits from the Cafeteria Plan allotment, annually, thereafter, the City will share the cost increase of the full-family non-indemnity health plan premiums on a 50/50 basis with members on the plan with the largest premium increase. The City's share of the cost increase will be added to the beginning Cafeteria Plan allotment at the next available plan year (January 1). The City agrees in the event of a premium decrease, there will be no decrease in the Cafeteria Plan allotment. The paragraph will cover the period of January 1, 2013 to December 31, 2013. It is intended that this formula be a one-time benefit.
3. Paragraph 2, above, shall end on December 31, 2013. Thereafter, the paragraph 3 shall be: To maintain relative buying power to purchase health benefits from the Cafeteria Plan Allotment annually, thereafter, the City will share the average cost increase of the full-family non-indemnity health plan premiums on a 50/50 basis with members. The City's share of the cost increase will be added to the beginning Cafeteria Plan allotment at the next available plan year (January 1). The City agrees in the event of a premium decrease, there will be no decrease in the Cafeteria Plan allotment.
4. The City agrees that in February of 2013 a reopener may be initiated by SEIU\CVEA on the issue of continuation of Paragraph 2 of this section.

C. Available Cafeteria Benefits

1. Health Insurance (Mandatory)

From the Cafeteria Plan allotment, each represented employee must select coverage for him or herself under one of the City sponsored medical plans. Any employee married to another benefited City employee who is covered under his or her spouse's plan may waive coverage under the Cafeteria Plan. In addition

to personal coverage, an employee may elect coverage for his or her qualified dependents under the same plan selected by the employee.

The employee, through payroll deductions, will pay any premium cost in excess of the Cafeteria Plan allotment.

2. **Dental (Optional)**

Represented employees will be eligible to participate in any City sponsored group dental plan. Any difference between the employee's available Cafeteria Plan allotment and the premium for the selected plan will be paid by the employee through payroll deductions.

3. **Dental/Medical/Vision (D/M/V) and
Dependent Care Reimbursement Accounts (Optional)**

Represented employees may allocate a portion of their Cafeteria Plan allotment to either of these reimbursement account options.

4. **Vision (Optional)**

Represented employees will be eligible to participate in a City sponsored group vision plan. Any difference between the employee's available Cafeteria Plan allotment and the premium for the selected plan will be paid by the employee through payroll deductions.

5. **Cash (Optional)**

Represented employees may allocate a portion of their Cafeteria Plan allotment to a taxable cash payment. These payments will be paid to employees on a pro-rata accrual two times per benefit year.

6. **Flexible Spending Accounts (FSAs) – Health Care and Dependent Care**

Represented employees will be eligible to participate in the two Flexible Spending Account (FSA) options offered by the City. Employees may elect to set aside a portion of their salary, on a pre-tax basis, to fund eligible health care and dependent care expenses. If the City does not meet IRS regulations, or if the IRS regulations change for any reason, this benefit may be discontinued.

The City reserves the right to contract with a Third Party Administrator for the administration of FSAs. The City will pay the start-up costs associated with third party administration. Participating employees will pay any

required fees (monthly, per employee, per transaction, etc.).

D. Short-Term/Long-Term Disability

The City agrees to contribute the amount necessary to provide short-term disability and long-term disability protection for each represented employee.

Short-Term Disability- A thirty (30) day elimination period with a maximum benefit subject to, and in accordance with, the provisions set by the group disability plan.

Long-Term Disability- A ninety (90) day elimination period with a maximum benefit subject to, and in accordance with, the provisions set by the group disability plan.

Disability Plus- If the employee has a loss of two (2) or more activities of daily living (ADL), they will be eligible for an additional 20% of their monthly earnings subject to the policy and contract provisions.

E. Retiree Healthcare

The City will no longer provide for subsidized retiree health care rates by offering a blended healthcare rate for employees hired after January 1, 2011.

ARTICLE 2.20 GROUP TERM LIFE INSURANCE

The City agrees to pay the premium for \$50,000 of group term life insurance for each represented employee. Represented employees may apply for themselves and their eligible dependents to purchase from \$50,000 to \$300,000 of supplemental group term life insurance in \$10,000 increments through the City's group insurance plan with employees paying the additional cost through payroll deductions.

ARTICLE 2.21 RETIREMENT

The City will provide to represented members retirement benefits via contract with the California Public Employees Retirement System (CalPERS) as set forth in the California Government Code.

The City will provide the following defined benefit formulas for local miscellaneous employees:

Tier 1	Local Miscellaneous 3% @ 60
Tier 2*	Local Miscellaneous 2% @ 60
Tier 3**	Local Miscellaneous 2% @ 62

*New CalPERS members on or after 04/22/2011 through 12/31/2012

**New CalPERS members on or after 01/01/2013

Tier 1: 3% @ 60

Local miscellaneous represented employees in Tier 1 shall contribute 8%, which will be applied to the City's contribution to CalPERS for optional benefits. The following is a summary of Tier 1 CalPERS contract provisions:

- A. One-Year Final Compensation
- B. Post-Retirement Survivor Allowance
- C. Credit for Unused Sick Leave
- D. 4th Level 1959 Survivor Benefit.
- E. Military Service Credit as Prior Service
- F. Cost of Living Allowance (2%)
- G. Post-Retirement Survivor Allowance Continuance
- H. Pre-Retirement Death Benefit for Spouse
- I. Retired Death Benefit \$5,000
- J. Prior Service Credit
- K. Employer Paid Member Contributions reported as earnings

Tier 2: 2% @ 60

Local miscellaneous represented employees in Tier 2 shall contribute 7%, which will be applied to the employee contribution to CalPERS. The following is a summary of Tier 2 CalPERS contract provisions:

- A. Three-Year Final Compensation
- B. Post-Retirement Survivor Allowance
- C. Credit for Unused Sick Leave
- D. 4th Level 1959 Survivor Benefit
- E. Military Service Credit as Prior Service
- F. Cost of Living Allowance (2%)
- G. Post-Retirement Survivor Allowance Continuance
- H. Pre-Retirement Death Benefit for Spouse
- I. Retired Death Benefit \$5,000
- J. Prior Service Credit

Tier 3: 2% @ 62

Local miscellaneous represented employees in Tier 3 shall be responsible for the full employee contribution, which will be applied to the CalPERS employee contribution. There is no Employer-Paid Member Contribution (EPMC). Final compensation will be computed based on the highest average compensation during a consecutive 36-month period, subject to the compensation limit set by CalPERS. Contract provisions for Tier 3 benefits will be determined by CalPERS pursuant to the California Public Employees' Pension Reform Act of 2013.

ARTICLE 2.22 DEFERRED COMPENSATION

CVEA members shall be eligible to participate in any approved deferred compensation plan offered by the City.

SECTION III HOURS

ARTICLE 3.01 WORK PERIOD

- I. The work period is a fixed and regular recurring period of work hours during the seven consecutive 24-hour periods beginning at 12:01 a.m. on Friday morning and ending at 12:00 midnight the following Thursday evening.
 - A. Public Safety Dispatchers and Public Safety Officers will be on call during their paid meal break. As such, they shall remain in the designated area during the meal break.

ARTICLE 3.02 VACATION

- I. Definitions For the purpose of this article, the definitions relating to vacations as found in the Civil Service rules shall apply.
- II. Vacation
 - A. Vacation Accrual - Continuous service: Each employee paid at a biweekly rate who has had continuous full-time active service shall be entitled to vacation with pay. This benefit will be calculated based on 26 pay periods per fiscal year. The following provisions shall apply:
 - 1. Employees will accrue 80-hours during the first through fourth years of service (cumulative to a total leave balance of 180-hours). This benefit will be accumulated at the rate of 3.07 working hours for each full biweekly pay period of service performed.
 - 2. Employees will accrue and be eligible to receive 120-hours (cumulative to a total leave balance of 260-hours) during the fifth through ninth year of service. The benefits will be accumulated at the rate of 4.60 working hours for each full biweekly pay period of service performed.
 - 3. Employees will accrue and be eligible to receive 160-hours (cumulative to a total leave balance of 340-hours) during the tenth through fourteenth years of service. This benefit will be accumulated at the rate of 6.14 working hours for each full biweekly pay period of service performed.
 - 4. Employees will accrue and be eligible to receive 200-hours (cumulative to a total leave balance of 420-hours) during the fifteenth and succeeding years of service. This benefit will be accumulated at the rate of 7.70 working hours for each full biweekly pay period of service performed.

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5. Vacation accrual rate changes will become effective at the beginning of the pay period closest to the actual date which includes the employee anniversary date of benefited status.
 6. Vacation sell back – All members of represented classifications who have completed at least five (5) years of service shall have the option of selling up to 60-hours of said vacation back to the City one time per fiscal year. The accumulated vacation balance will be reduced accordingly.
- B. Each part time employee paid at a biweekly rate shall be entitled to vacation with pay. The number of working days of such vacation shall be computed on the basis set forth in subsection (1), (2), (3), or (4) and shall be in the proportion that such part-time employment bears to full-time employment.
 - C. Employees separated from City service, whether voluntarily or involuntarily, shall be granted all of the unused vacation to which they are entitled based upon continuous service computed on the basis set forth in subsection (1), (2), (3), or (4). Payment shall be made hour-for-hour with any portion of an hour being considered a full hour.
 - D. Vacation Use - Vacation leave balances shall be reduced for actual time not worked to the nearest quarter hour. Absences may not be charged to vacation not already accumulated.

ARTICLE 3.03 SICK LEAVE

- A. Accumulated paid sick leave credit is to be used for the sole purpose of protecting the employee's wages in the event absence is made necessary because of disability due to the injury or illness of the employee or members of their immediate family. For purposes of this article, immediate family is defined as spouse, domestic partner, child, stepchild, parent, stepparent, sibling, parent-in-law, grandparent, or any other person living as a member of the employee's immediate household.
- B. Sick Leave Accrual - Computation of sick leave: Sick leave with pay is cumulative at the rate of 3.69 working hours for each biweekly pay period of active service, 96-hours annually, beginning at the time of full-time probationary employment. This benefit is calculated on 26 pay periods per fiscal year. Permanent part-time employees shall receive sick leave pay in the proportion that such part-time employment bears to full-time employment. A person who has held a position with temporary or interim status and is appointed to a position with probationary status, without a break in service, may have such time credited to sick leave upon the

recommendation of the Appointing Authority and the Human Resources Director and with the approval of the City Manager.

- C. Maximum Sick Leave Accumulation - Unused sick leave may be accumulated in an unlimited amount.
- D. Sick Leave Use - Sick leave balances shall be reduced for actual time not worked to the nearest quarter hour for reasons allowable under this section. Absence for illness may not be charged to sick leave not already accumulated.

In order for sick leave to be approved, the employee must call his or her immediate supervisor or sick leave call in line within one-hour of the time to begin work. If the immediate supervisor is unavailable, the employee must leave word with a designated individual that he or she is too sick to come to work or has a contagious condition that would make his or her presence at the worksite dangerous for other employees. In cases where it is impossible to call (e.g., in hospital, unconscious, or other legitimate reasons) the supervisor shall withhold approval of sick leave until the employee can explain why he/she did not call within the one-hour. The immediate supervisor will then make a determination as to the allowability of sick leave use.

- E. Sick Leave Verification - The City may, in its discretion, require a doctor's certificate and/or a personal sworn affidavit stating that the employee is unable to perform the essential functions of his or her job in order to determine eligibility for sick leave. If an employee is to be required to furnish a doctor's certificate, the employee shall be notified by his or her supervisor that a doctor's certificate shall be required when the employee notifies the City that he or she will be absent by reason of illness or disability.

Sick leave verification may be requested at any time it appears there is a pattern or practice of sick leave use that could be related to abuse, regardless of whether or not the individual has a sick leave balance on the books. Exhaustion of sick leave balances does not automatically trigger the verification requirement. When verification is required, the employee must show immediate improvement. Sick leave will then be monitored for a period of six-months. If at any time during that period there is any abuse of sick leave, the employee will be subject to disciplinary action up to and including termination.

- F. Sick Leave Reimbursement
 - 1. Employees using thirty-two hours (32) of sick leave, or less, during the fiscal year, shall have the option of converting twenty-five percent (25%) of their remaining yearly sick leave to pay.

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2. Pay shall be computed based on the following schedule and all computations shall be rounded to the nearest whole hour:

<u>REMAINING YEARLY SICK LEAVE</u>	<u>PAY OPTION (25%)</u>
96 hrs	24 hrs
88 hrs	22 hrs
80 hrs	20 hrs
72 hrs	18 hrs
64 hrs	16 hrs
56 hrs or less	0

3. If the pay option is selected, the paid sick leave hours shall be subtracted from the employee's accumulated yearly sick leave balance. The remaining sick leave hours shall be carried over and accumulated. (Example: Employee uses 32 hours of sick leave. He or she then elects to receive pay for 25% of the remaining hours as payment, or 16 hours. The 16 hours are subtracted from his or her remaining yearly sick leave and the other 48 hours are added to the employee's accumulated sick leave balance.)
4. Payment will be made during the month of July of each year. Pay will be computed based on the employee's salary step on June 15.
5. Payment will be made only to employees on the payroll twelve (12) consecutive months prior to the payoff calculation. Permanent employees who retire during the fiscal year will be compensated under this plan based upon their formal retirement date. Prorated payments will not be made to an employee who terminates during the fiscal year. However, in the event of the death of an individual while employed by the City, 100% of the employee's unused, accumulated sick leave will be paid to the appropriate beneficiary as prescribed by law.

G. Donated Sick Leave

1. Employees may choose to donate any accrued, but unused, sick leave to another City employee who has exhausted his or her accrued leave due to a disability caused by prolonged illness or injury of the employee or a member of his/her immediate family, subject to and in the manner set forth in Human Resources Policy and Procedures, Policy 614, except as modified herein. Sick leave donations will be made in hourly increments. In order for employees to donate accrued unused sick leave as stated herein, the donating employee must have a minimum 80 hours of banked unused sick

leave for themselves. The donated sick leave may not cause the donating employee to fall below the minimum hours required to be banked as stated herein and the donating employee may not donate more than a total of 24 hours of unused sick leave in any fiscal year.

ARTICLE 3.04 BEREAVEMENT LEAVE

When an employee with permanent status is compelled to be absent from work because of the death of an immediate family member as defined by the IRS, or any other person living in the same household as the employee or an immediate family member of the employee's spouse; and after such employee makes written request and receives written approval from their Appointing Authority, such employee may be allowed to use their accumulated sick leave, vacation, compensatory time or floating holiday time for up to five (5) working days, plus three (3) travel days.

ARTICLE 3.05 HOLIDAYS

- I. Hard or Fixed Holidays for employees who work the traditional Monday through Friday work week will be celebrated on the day that City offices are closed. For the term of this agreement, the Holiday schedule is as follows:

See chart on following page

**HARD HOLIDAYS
DATES CITY OFFICES ARE CLOSED**

	FY 12/13	FY 13/14
INDEPENDENCE DAY	7/4/12	7/4/13
LABOR DAY	9/3/12	9/2/13
VETERANS' DAY	11/12/12	11/11/13
THANKSGIVING	11/22/12	11/28/13
DAY AFTER THANKSGIVING	11/23/12	11/29/13
CHRISTMAS	12/25/12	12/25/13
NEW YEARS DAY	1/1/13	1/1/14
MARTIN LUTHER KING, JR. BIRTHDAY	1/21/13	1/20/14
CESAR CHAVEZ DAY	4/1/13	3/31/14
MEMORIAL DAY	5/27/13	5/26/14

Hard Holiday Pay

- A. Full time employees shall receive eight (8) hours pay at their regular hourly rate for each hard holiday. Permanent part-time employees shall receive holiday pay at their regular hourly rate in the proportion that such permanent part-time employment bears to full-time employment.
- B. For all employees (except for Library employees and full-time employees who work a 4-10 work schedule or a 9/80 work schedule) if a hard holiday falls on the employee's first regularly scheduled day off, the holiday will be recognized on the previous day; if it falls on the employee's second regularly scheduled day off, the holiday will be recognized on the following day. If the eligible employee must work on the day to be recognized as a hard holiday, the employee shall be paid overtime compensation in addition to the hard holiday pay.

Overtime compensation, in addition to the holiday pay, shall be paid to eligible employees who must work on any hard holiday.

C. Employees who work a flexible schedule (a 9/80 or 4/10) and who cannot observe a normal holiday schedule:

1. If a hard holiday falls on the employee's regularly scheduled day off, the employee will receive eight (8) hours pay.
2. If a hard holiday falls on an employee's regularly scheduled work day and the employee takes that day off, he or she will receive eight (8) hours of holiday pay for that day and may use the appropriate number of hours of discretionary leave to supplement the eight-hours (8) of holiday time in order to reach 40-hours for that work week. Or, with supervisor approval, the employee may choose to work the appropriate number of hours during the week of the holiday in order to reach a total of 40 hours for that work week.
3. If an employee works a hard holiday, the employee will receive the appropriate holiday hours pay based on their established schedule plus time and one-half for each hour actually worked.
4. If a represented permanent part-time employee works on a day to be observed as a hard holiday, the employee will receive holiday pay corresponding to the employee's full time equivalent hours plus pay at time and one-half for each hour worked.
5. If a hard holiday falls on the regularly scheduled day-off of a permanent part-time employee or if a hard holiday falls on a regularly scheduled work day but his or her work site is closed in observance of the holiday, the employee shall receive holiday pay corresponding to the employee's part time equivalent hours.

For payment purposes, if a hard holiday falls on a Saturday or Sunday, the day of observance shall be the actual day of the holiday for employees working a non-Monday-Friday flexible work schedule OR the day when the normal operations of his or her department or division are closed for those employees working a Monday-Friday flexible work schedule.

**HARD HOLIDAYS
DATES LIBRARIES ARE CLOSED**

	FY 12/13	FY 13/14
Independence Day	7/4/12	7/4/13
Labor Day	9/3/12	9/2/13
Veterans' Day	11/12/12	11/11/13
Thanksgiving	11/22/12	11/28/13
Day After Thanksgiving	11/23/12	11/29/13
Christmas Eve	12/24/12	12/24/13*
Christmas Day	12/25/12	12/25/13
New Year's Eve	12/31/12	12/31/13*
New Year's Day	1/1/13	1/1/14
Martin Luther King, Jr. Birthday	1/21/13	1/20/14
Cesar Chavez Memorial	4/1/13	3/31/14
Memorial Day	5/27/13	5/26/14
* The library will close at 3pm on these days.		

- III. Library staff in represented classifications shall receive the same paid holidays that other CVEA represented employees receive (Article 3.05, Section I). If the City desires to have the Library remain open on any days during a holiday weekend, the Library management will make every attempt to use temporary personnel for staffing. For the purposes of this section, the term "holiday weekend" is defined as the Saturday and Sunday following a City recognized hard holiday which falls on a Friday; the Saturday and Sunday proceeding a City recognized hard holiday which falls on a Monday; the Saturday and Sunday following Thanksgiving Day; or any weekend on which a City recognized hard holiday falls. If staff requests and management approves, or management requires any bi-weekly rate (full-or part-time) employees to work during a holiday weekend, the employees shall receive time and one-half pay or compensatory time off.

IV. Floating Holidays

A. Effective the first pay period in July of each fiscal year of this MOU, employees shall be credited with eight (8) hours floating holiday time each for Lincoln's Birthday, Washington's Birthday, and Admission Day. Permanent part-time employees paid at a bi-weekly rate shall be credited floating holiday time in the proportion that such part-time employment bears to full-time employment. Employees may take floating holiday time at their discretion, subject to staffing needs and with the approval of their Appointing Authority.

1. CVEA employees will receive one additional "Floating Holiday" for the term of this contract.

B. Floating Holiday Use - Employees using floating holiday time before the holiday passes and subsequently leaving City service will be charged for such time. Employees who do not use their floating holiday time before June 30 of the fiscal year will lose such time. The smallest unit of time chargeable to floating holiday time is one half hour.

ARTICLE 3.06 JURY DUTY

Permanent and probationary employees who are called to serve on jury duty for any county, state, or federal court within the San Diego area shall be entitled to paid leave under the following circumstances:

- A. They must present to their supervisor the court order to appear for jury duty at least three (3) weeks prior to their date to report.
- B. The employee must submit a daily court authorized, stamped time card accounting for all hours of required service ordered by the court.
- C. If jury service and travel time from court to work is less than five (5) hours (6 hours for a person on a 9/80 plan, 7 hours for person on a 4/10 plan) in a work day, the employee is expected to return to work unless a justification is provided and approved or pre-authorized leave is approved.
- D. Employees who are required to serve jury duty on their scheduled days off will not be compensated for this time and may keep any fees paid by the court.
- E. If the employee is not required to report for jury duty on any particular day(s) the employee is then expected to be at work as per his or her normal schedule.

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- F. It is the employees' responsibility to inform his or her supervisor on a daily basis if they are required to report for jury duty the following day. This may include calling the supervisor after or before normal working hours.
 - G. Absence due to jury duty will be submitted on the City leave form.
 - H. Employees whose work week is other than Monday through Friday (8:00 a.m. to 5:00 p.m.) may have their jury duty work day adjustments made by their supervisor.

ARTICLE 3.07 COURT LEAVE

Court leave is paid leave granted by the City to enable an employee to fulfill his or her duty as a citizen to serve as a witness in a court action to which the employee is not a party, before a federal or superior court located within San Diego County.

Court leave shall be limited to:

- A. Required attendance before a federal or superior court located within San Diego County.
- B. Time in attendance at court together with reasonable time between court and work if attendance is for less than a full day and the employee can reasonably be expected to return to work.
- C. Court leave shall not be granted when the employee is paid an expert witness fee.
- D. Court leave will only be granted to employees who are not litigants in the civil case nor related to litigants in the civil case or defendants in a criminal case.
- E. Employees shall provide their supervisor with a copy of the legal subpoena and provide other documentary evidence of service.
- F. When employees are subpoenaed in the line of duty, and are required to report to court while off duty, they shall be guaranteed a minimum of two (2) hours over-time pay for each separate court appearance, including travel time.

ARTICLE 3.08 SHIFT EXCHANGE

Public safety dispatchers and Police Services Officers ("PSO"), subject to Appointing Authority approval, may swap shifts within a work week so long as it does not result in overtime, additional compensation, or interferes with operation of the department. Shift changes will also

not be allowed, if by working the shift exchange, an employee would not have an eight (8) hour safety rest period between the exchange shift and the employee's next regularly scheduled shift.

"Paybacks" of shift trades are the obligations of the employees involved in the trade. Any dispute as to paybacks is to be resolved by the involved employees. The City is not responsible in any manner for hours owed to employees by other employees who leave the employment of the City or who are assigned other duties. A record of all shift trades and "paybacks" shall be maintained by the involved employees on forms provided by the department.

ARTICLE 3.09 JOB SHARING

The City will make reasonable accommodation for an employee in a regular position who desires to share his or her job with another qualified employee or eligible person. Jobs may be shared on an hourly or daily basis. All legally permissible benefits will be pro-rated. Each employee shall be notified in writing by the Appointing Authority (as defined in the City Charter) at the time of the appointment and such notification will clearly define the benefits to which each employee is entitled.

ARTICLE 3.10 VOLUNTARY WORK FURLOUGH

The work furlough period is forty (40) hours per fiscal year.

Employees will be given notice on May 1st or the first Monday following May 1st of the necessity to sign up for voluntary work furlough and will be given three weeks to complete the request. Employees will be allowed to use furlough hours in accordance with the city's vacation leave policies and the sections of this MOU dealing with vacation leave usages. The work furlough will continue until reduced or discontinued by mutual agreement of the parties and will have no impact on employee benefits to the extent permitted by law.

- I. Employees taking leave will be required to use furlough hours before any other leave balances, excluding leave hours being taken under the City's sick leave policy or the article of this MOU covering the use of sick leave.
- II. Employees, who, through no fault of their own, are not allowed to take their furlough hours within the fiscal year will have the remaining hours carried over for use during the next fiscal year. To be eligible for carryover, employees must demonstrate in writing that they requested time off during the fiscal year and that their requests were denied by the Appointing Authority. Any hours carried over must be used in the new fiscal year.

ARTICLE 3.11 LEAVES OF ABSENCE
MILITARY LEAVE

For purpose of this MOU, the Civil Service Rules regarding Military Leave and Leaves of Absence are incorporated by reference as though set out in full in this article.

SECTION IV WORKING CONDITIONS

ARTICLE 4.01 PROHIBITED PRACTICES

- I. SEIU\CVEA pledges, during the term of this MOU, and after expiration of the MOUS, as long as the parties are attempting to reach an agreement on successor MOU (including utilization of impasse procedures) they shall not cause, condone or counsel its unit members or any of them to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede or otherwise impair the normal functions and procedures of the City.
- II. Should any unit employees during the term of this Memorandum of Understanding breach the obligations of Paragraph I, the City Manager or his or her designee shall immediately notify SEIU\CVEA that an alleged prohibited action is in progress.
- III. SEIU\CVEA shall as soon as possible, and in any event, within eight working hours disavow any strike or other alleged prohibited action, shall advise its members orally and in writing to immediately return to work and/or cease the prohibited activity and provide the City Manager with a copy of its advisement or, alternatively, accept the responsibility for the strike or other prohibited activity.
- IV. If SEIU\CVEA disavows the prohibited activity and takes all positive actions set forth in this MOU in good faith, the City shall not hold CVEA financially or otherwise responsible. The City may impose such penalties or sanctions as the City may appropriately assess against the participants.
- V. Should SEIU\CVEA during the term of this Memorandum of Understanding breach its obligations or any of them under this section, it is agreed that the City shall pursue all legal and administrative remedies available to the City that in its discretion it may elect to pursue.
- VI. There shall be no lockout by the City during the term of this Memorandum of Understanding and after expiration of the MOU, as long as the parties are attempting to reach an agreement on a successor MOU (including utilization of impasse procedures).

ARTICLE 4.02 CAREER ADVANCEMENT

The City may designate entry-level groups of classifications which will be considered as career advancement classifications. Employees may be hired for a vacancy in the higher classification at the lower level classification, and not be required to undergo a promotional exam to advance to the higher position. The employee initially hired may qualify for certification to the higher position upon (1) successful performance for a minimum of one year in the lower position, (2) a positive recommendation by the Appointing Authority and (3) approval by the City Manager upon recommendation of the Human Resources Director. Upon advancement to the higher classification,

the employee shall be compensated at the pay rate closest to, but not less than, he/she was compensated at in the lower class. The Human Resources Director shall advise the SEIU\CVEA representative on the status and usage of this Article upon request.

ARTICLE 4.03 CLASSIFICATION STUDIES

The Human Resources Department conducts on-going classification and compensation studies pursuant to the provisions of the Civil Service rules. In the event SEIU\CVEA wishes to request a classification or compensation study for an individual or a classification, it may do so by providing a written request to the Director of Human Resources. Written requests must provide significant justification to support the request for the study.

ARTICLE 4.04 DRIVING ELIGIBILITY

Whenever an employee drives a vehicle for City business he or she shall have a valid California drivers license. In order to ascertain the validity of the employee's license, employees must present their drivers license to their supervisor upon request. The City reserves the right to check at any time with the Department of Motor Vehicles to determine if an employee's license is valid. If an employee's drivers license is revoked, suspended or otherwise made invalid, the employee must inform his or her supervisor. Failure to notify the supervisor may result in immediate disciplinary action.

An employee who does not possess a valid California drivers license will be considered for a non-driving position if one is available in the employee's classification. The non-driving assignment will continue for a maximum of six-months if there is a reasonable expectation the employee will have a valid California drivers license at the expiration of that time. Extensions to the six-month limit will be considered on a case-by-case basis, however, in no case shall an employee receive more than one non-driving assignment in any three-year period. When no non-driving assignment is available, employees must request a leave of absence without pay for six-months or until such time as their license is once again valid, whichever is shorter.

In order to assure that non-driving assignments are provided on a fair and equitable basis, the following procedures shall be observed:

- A. Each department will determine whether it has any non-driving assignments that can be filled by employees who would otherwise have driving assignments.
- B. Non-driving assignments will be given on a first come, first served basis. For example, if two employees in a department have non-valid drivers licenses and there is only one non-driving assignment, the first employee who comes forward will be given the non-driving assignment. The other employee may apply for a leave of

absence as described above.

ARTICLE 4.05 FITNESS FOR DUTY

The parties agree that physical and mental fitness of City employees are reasonable requirements to perform the duties of the job and instill public confidence. Recognizing these important factors, the parties agree that during the term of this MOU, the City with reasonable cause, may require medical and psychological assessments of employees, provided the City pays and provides time off without loss of pay for such assessments. All such assessments shall be done by appropriately qualified health care professionals. It is understood that the assessment regimen performed by said professionals shall be reasonably related to with the requirements and duties of the job.

Any treatment or remedial action shall be the full responsibility of the employee, except as otherwise provided by law or as may be provided through the Employee Assistance Program (EAP) for City employees.

ARTICLE 4.06 SUBSTANCE ABUSE POLICY

Employees represented by SEIU\CVEA are subject to the City's Substance Abuse Policy.

ARTICLE 4.07 MODIFIED DUTY

When an employee is injured on the job and, according to their physician, is able to return to "light duty," the City will make every effort to place the employee in a modified duty assignment until he or she is released back to full duty. The nature of the assignment will depend on the physical restrictions of the employee as stated by the treating physician and the availability of a modified position in the employee's normal department or another department that is consistent with the physical restrictions. Notwithstanding the above, the acceptance of a modified duty assignment, if available, will be mandatory.

ARTICLE 4.08 DIRECT DEPOSIT

All represented employees are encouraged to provide authorization to the City's Director of Finance to electronically deposit their paychecks to a financial institution of their choice. For new employees, hired on or after the effective date of this MOU, it will be mandatory to participate in the electronic deposit program. If a new employee is able to demonstrate that they are unable to obtain an account for electronic deposit, they will be required to obtain an account within 6 months. Those current employees receiving a paper check as of July 2012 will not be required to sign up for direct deposit.

ARTICLE 4.09 GRIEVANCE PROCEDURE

This grievance procedure shall be in effect during the full term of this Memorandum of Understanding.

Section 1. **PURPOSE.** The purposes and objectives of the grievance procedure are to:

- (1) Resolve disputes arising from the interpretation, application, or enforcement of specific terms of this agreement.
- (2) Encourage the settlement of disagreements informally at the employee-supervisor level and provide an orderly procedure to handle grievances through the several supervisory levels where necessary.
- (3) Resolve grievances as quickly as possible and correct, if possible, the causes of grievances thereby reducing the number of grievances and future similar disputes.

Section 2. **DEFINITIONS.** For the purpose of this grievance procedure the following definitions shall apply:

- (1) **Manager:** The City Manager or his or her authorized representative.
- (2) **Day:** A calendar day, excluding Saturdays, Sundays, and hard holidays as described by this agreement.
- (3) **Appointing Authority:** The chief executive officer of a department.
- (4) **Director of Human Resources:** The Director of Human Resources or his or her authorized representative.
- (5) **Employee:** Any officer or regular (not temporary) employee of the City, except an elected official.
- (6) **Employee representative:** An individual who speaks on behalf of the employee.
- (7) **Grievance:** A complaint of an employee or group of employees arising out of the application or interpretation of a specific clause in this agreement.
- (8) **Immediate Supervisor:** The individual who assigns, reviews, or directs the work of an employee.
- (9) **Superior:** The individual to whom an immediate supervisor reports.

Section 3. REVIEWABLE AND NON-REVIEWABLE GRIEVANCES.

- (1) To be reviewable under this procedure a grievance must:
 - (a) Concern matters or incidents that have occurred in alleged violation of a specific clause in this agreement; and
 - (b) Specify the relief sought, which relief must be within the power of the City to grant in whole or in part.
- (2) A grievance is not reviewable under this procedure if it is a matter which:
 - (a) Is subject to those reserved City Management Rights as stipulated under Section 4 of the Employer-Employee Relations Policy for the City of Chula Vista or under management rights as specified in this agreement.
 - (b) Is reviewable under some other administrative procedure and/or rules of the Civil Service Commission such as:
 - 1. Applications for changes in title, job classification, or salary.
 - 2. Appeals from formal disciplinary proceeding.
 - 3. Appeals arising out of Civil Service examinations.
 - 4. Appeals from work performance evaluations.
 - 5. Appeals that have Affirmative Action or civil rights remedy.
 - (c) General complaints not directly related to specific clauses of this agreement.
 - (d) Would require the modification of a policy established by the City Council or by law.
 - (e) Relates to any City group insurance or retirement programs.

Section 4. GENERAL PROVISION OF THE GRIEVANCE PROCEDURE.

- (1) Grievances may be initiated only by the employee or employees concerned and may not be pursued without his or her or their consent.
 - (2) Procedure for Presentation. In presenting his or her grievance, the employee shall follow the sequence and the procedure outlined in Section 5.
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- (3) Prompt Presentation. The employee shall discuss his or her grievance with his or her immediate supervisor within ten (10) working days after the act or omission of management causing the grievance, or within ten (10) working days of when the employee, with the exercise of reasonable diligence, should have discovered the act or omission being grieved.
 - (4) Prescribed Form. The written grievance shall be submitted on a form prescribed by the Director of Human Resources for this purpose.
 - (5) Statement of Grievance. The grievance shall contain a statement of:
 - (a) The specific situation, act or acts complained of as an agreement violation;
 - (b) The inequity or damage suffered by the employee; and
 - (c) The relief sought.
 - (6) Employee Representative. The employee may choose someone to represent him or her at any step in the procedure. No person hearing a grievance need recognize more than one representative for any employee at any one time, unless he or she so desires.
 - (7) Handled During Working Hours. Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved.
 - (8) Extension of Time. The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties involved at the step to be extended.
 - (9) Consolidation of Grievances. If the grievance involves a group of employees or if a number of employees file separate grievances on the same matter, the grievances shall, whenever possible, be handled as a single grievance.
 - (10) Settlement. Any complaint shall be considered settled without prejudice at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed period of time.
 - (11) Reprisal. The grievance procedure is intended to assure a grieving employee the right to present his or her grievance without fear of disciplinary action or reprisal by his or her supervisor, superior, or Appointing Authority, provided he or she observes the provisions of this grievance procedure.

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- (12) Back Pay. The resolution of a grievance shall not include provisions for back pay retroactive further than twenty (20) working days prior to the date the grievance is filed. However, if with the exercise of reasonable diligence the act or omission being grieved was not discovered within 10 working days of its occurrence, and the grievance is subsequently timely filed pursuant to Section 3, then the resolution of the grievance may include provision for back pay for a maximum period of one year from the date the grievance was filed.

Section 5. GRIEVANCE PROCEDURE STEPS. The following procedure shall be followed by an employee submitting a grievance pursuant to policy:

- Step 1 Discussion with Supervisor.
The employee shall discuss his or her grievance with his or her immediate supervisor informally. Within three (3) working days, the supervisor shall give his or her decision to the employee orally.
- Step 2 Written Grievance to Superior.
If the employee and supervisor cannot reach an agreement as to a solution of the grievance or the employee has not received a decision within the three (3) working days' limit, the employee may within seven (7) working days present his or her grievance in writing to his or her supervisor who shall endorse his or her comments thereon and present it to his or her superior within seven (7) working days. The superior shall hear the grievance and give his or her written decision to the employee within seven (7) working days after receiving the grievance.
- Step 3 Grievance to Appointing Authority.
If the employee and superior cannot reach an agreement as to a solution of the grievance or the employee has not received a written decision within the seven (7) working days' limit, the employee may within seven (7) working days present his or her grievance in writing to his or her Appointing Authority. The Appointing Authority shall hear the grievance and give his or her written decision to the employee within seven (7) working days after receiving the grievance.
- Step 4 Grievance to Director and Manager.
If the grievance is not settled at the Appointing Authority level, it may be submitted by the Association Representative within twenty (20) working days to the Director of Human Resources, who shall investigate and report his or her findings and recommendations to the City Manager within ten (10) working days. The City Manager shall provide his or her answer within ten (10) additional working days. The times indicated may be extended by mutual agreement. Any employee grievance will be filed with the Association Representative at Step 4.

Following the submission of the City Manager's answer, and before going to Section 6, Advisory Arbitration, matters which are unresolved shall be discussed at a meeting between the parties during which all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation.

Section 6. **ADVISORY ARBITRATION.**

Any dispute or grievance which has not been resolved by the grievance procedure may be submitted to advisory arbitration by the Association Representative or the City without the consent of the other party providing it is submitted within ten (10) working days, following its termination in the grievance procedure. The following Advisory Arbitration procedures shall be followed:

- (1) The requesting party will notify the other party in writing of the matter to be arbitrated and the contract provision(s) allegedly violated. Within five (5) working days of the receipt of this notice, the parties may agree upon an arbitrator, or a panel of three arbitrators trained in conducting grievance hearings.

If agreement on an arbitrator cannot be reached, the State Department of Industrial Relations shall be requested by either or both parties to provide a list of five arbitrators. Both the City and the Association shall have the right to strike two names from the list. The party requesting the arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

- (2) The arbitrator shall hear the case within twenty (20) working days after the arbitrator has been selected. The arbitrator may make a written report of their findings to the Association and the City within fifteen (15) working days after the hearing is concluded. The arbitrator shall make rules of procedure. The decision of the arbitrator shall be advisory to the City Manager who shall render a final decision within ten (10) working days.

The arbitrator shall have no authority to amend, alter, or modify this agreement or its terms and shall limit recommendations solely to the interpretation and application of this agreement. The above time limits of this provision may be extended by mutual agreement.

- (3) Each grievance or dispute will be submitted to a separately convened arbitration proceeding except when the City and the Association mutually agree to have more than one grievance or dispute submitted to the same arbitrator.
- (4) The City and the Association shall share the expense of arbitrators and witnesses and shall share equally any other expenses, including those of a stenographer, if required by either party. If either party elects not to follow the advisory decision rendered by

the arbitrator, that party shall pay the entire cost of the arbitration process, including the expense of the arbitrator, witnesses, and/or stenographer.

Negotiating Team Members

CITY OF CHULA VISTA:



Kelley K. Bacon, Chief Negotiator
City of Chula Vista



Scott Tulloch, Co-Chief Negotiator
City of Chula Vista

Negotiating Team Members

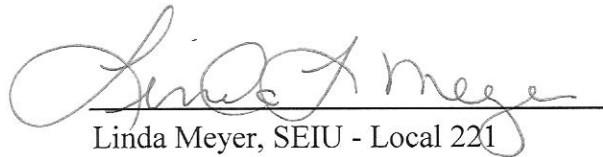
SEIU LOCAL 221 \ CHULA VISTA
EMPLOYEES ASSOCIATION:



John Hale, Chief Negotiator



Melissa Trulock, President



Linda Meyer, SEIU - Local 221

CVEA 2012 BARGAINING TEAM

David DeFacci

John Hale

Rusty James

Lisa Luevano

Linda Meyer

David "Aussie" Moran

Nanci Plouffe

Sergei Senoff

Darlene Trujillo-Lopez

Melissa Trulock

Wayne Zarling

CLASSIFICATIONS

Accounting Assistant
Accounting Technician
Administrative Aide
Administrative Analyst I
Administrative Analyst II
Administrative Secretary
Administrative Technician
Animal Care Assistant
Animal Control Officer
Animal Services Specialist
Aquarist
Aquatic Supervisor I
Aquatic Supervisor II
Aquatic Supervisor III
Assistant Planner
Associate Planner
Building Inspector I
Building Inspector II
Building Inspector III
Building Project Coordinator
Business License Rep
Carpenter
Civilian Background Investigator
Code Enforcement Officer I
Code Enforcement Officer II
Code Enforcement Technician
Community Development Specialist I
Community Development Specialist II
Community Service Officer
Computer Prog/Analyst
Computer Programmer
Custodian
Delivery Driver
Development Services Technician
Educational Services Supervisor
Electrician
Electronic/Equip Installer
Electronics Technician

Electronics Technician Supervisor
Engineering Technician I
Engineering Technician II
Environmental Health Specialist
Equipment Mechanic
Equipment Operator
Evidence Control Assistant
Facility & Supply Specialist
Family and Youth Literacy Coordinator
Field Maintenance Specialist
Fire Apparatus Mechanic
Fire Dispatcher
Fire Dispatcher Supervisor
Fiscal Office Specialist
Forensics Specialist
Gardener I
Gardener II
Geographic Information Systems Specialist
Graphic Designer
Housing Rehab Specialist
Human Services Coordinator
HVAC Technician
Information System Technician
Landscape Inspector
Landscape Planner I
Landscape Planner II
Latent Print Examiner
Lead Custodian
Librarian I
Librarian II
Librarian III
Library Assistant
Library Associate
Library Technician
Locksmith
Maintenance Worker I
Maintenance Worker II
Mechanic Assistant
Nature Center Grounds Maintenance Worker
Nature Center Maintenance Specialist
Nature Center Specialist
Office Specialist

Open Space Inspector
Painter
Park Ranger Supervisor
Parking Control Officer
Parking Enforcement Officer
Parking Meter Technician
Parks Supervisor
Planning Technician
Plans Examiner
Plumber
Police Community Relations Specialist
Police Data Specialist
Police Dispatcher
Police Dispatcher Supervisor
Police Dispatcher Trainee
Police Records & Support Supervisor
Police Records Specialist
Police Records Transcription
Police Recruit
Police Services Officer
Police Services Technician
Police Technology Specialist
Procurement Specialist
Public Education Specialist
Public Safety Analyst
Public Works Inspector I
Public Works Inspector II
Public Works Specialist
Public Works Supervisor
Pump Maintenance Supervisor
Pump Maintenance Technician
Range Master
Records Technician
Recreation Supervisor I
Recreation Supervisor II
Recreation Supervisor III
Recycling Specialist I
Recycling Specialist II
Registered Veterinary Technician
Secretary
Senior Accounting Assistant

Senior Administration Secretary
Senior Animal Care Assistant
Senior Animal Control Officer
Senior Building Inspector
Senior Business License Representative
Senior Code Enforcement Officer
Senior Custodian
Senior Development Services Technician
Senior Electrician
Senior Engineering Technician
Senior Equipment Mechanic
Senior Evidence Control Assistant
Senior Fire Inspector
Senior Fiscal Office Specialist
Senior Gardener
Senior HVAC Technician
Senior Landscape Inspector
Senior Maintenance Worker
Senior Office Specialist
Senior Open Space Inspector
Senior Park Ranger
Senior Planning Technician
Senior Police Data Specialist
Senior Public Works Inspector
Senior Public Works Specialist
Senior Records Technician
Senior Secretary
Senior Tree Trimmer
Signal Systems Engineer I
Signal Systems Engineer II
Signing and Striping Supervisor
Site Coordinator Supervisor
Storekeeper
Storekeeper Supervisor
Stormwater Compliance Inspector I
Stormwater Compliance Inspector II
Survey Technician I
Survey Technician II
Telecommunications Specialist
Traffic Devices Technician
Traffic Devices Technician Supervisor
Training Programs Specialist

Tree Trimmer
Tree Trimmer Supervisor
Volunteer Coordinator (Dept)
Webmaster
Youth Coordinator

CLASSIFICATIONS

Animal Care Assistant	Painter
Animal Control Officer	Park Supervisor
Animal Services Specialist	Parking Meter Technician
Carpenter	Plumber
Custodian	Public Works Supervisor
Electrician	Pump Maintenance Supervisor
Electronics/Equipment Installer	Pump Maintenance Technician
Electronics Technician	Registered Veterinary Technician
Electronics Technician Supervisor	Senior Animal Control Officer
Equipment Mechanic	Senior Custodian
Equipment Operator	Senior Electrician
Facility & Supply Specialist	Senior Electronics Technician
Fire Apparatus Mechanic	Senior Equipment Mechanic
Fiscal Office Specialist (Garage)	Senior Gardener
Gardener I	Senior HVAC Technician
Gardener II	Senior Maintenance Worker
HVAC Technician	Senior Tree Trimmer
Lead Custodian	Signing & Striping Supervisor
Locksmith	Storekeeper
Maintenance Worker I	Supervising Pump Maintenance Mechanic
Maintenance Worker II	Traffic Devices Technician
Mechanic Assistant	Traffic Devices Technician Supervisor
Nature Center Grounds Maintenance Worker	Traffic Painter
Nature Center Maintenance Specialist	Tree Trimmer

CLASSIFICATIONS

Aquatic Supervisor I
Aquatic Supervisor II
Aquatic Supervisor III
Community Service Officer
Fire Dispatch Supervisor
Fire Dispatcher
Fire Inspector I
Fire Inspector II
Park Ranger Supervisor
Parking Enforcement Officer
Police Dispatcher
Police Dispatch Supervisor
Police Dispatcher Trainee
Police Recruit
Police Services Officer
Senior Fire Inspector
Senior Lifeguard
Senior Park Ranger